

From: Hicks, Thomas
Sent: Thursday, February 14, 2008 2:25 PM
To: Jim Dail (james.c.dail@verizon.com)
Cc: Hicks, Thomas
Subject: RE: Intrado Redlines to Verizon-modified 251 Interconnection Template

Jim,

As indicated in the voice message I just left you, the remainder of our redlined Verizon 251 template sections are attached for your consideration.

We remain available to negotiate on the dates previously defined in my message below, with the exception of between 1 and 4 EST on Tuesday. Please let me know if either of those dates work for you, or respond with alternative dates/times for continued negotiations.

Thank you,

Tom Hicks, ENP
Intrado Communications Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

From: Hicks, Thomas
Sent: Wednesday, February 13, 2008 8:03 AM
To: Jim Dail (james.c.dail@verizon.com)
Cc: Hicks, Thomas
Subject: Intrado Redlines to Verizon-modified 251 Interconnection Template

Jim,

Upon receiving Verizon's updated 251 template from you on January 16 (absent many of our earlier submitted red lines sent to you on Sep 23 and Oct 11, 2007), Intrado Communications has further revised your template. A redlined version is attached.

Given our arbitration deadline is rapidly approaching; we would like to establish multiple calls with your negotiations team for this and/or next week if at all possible. We are available to meet with you on Thursday and/or Friday morning of this week or anytime on Monday and/or Tuesday of next week.

Please let me know of your availability and whether you wish to use your bridge or mine for our negotiation calls.

Thanks,

Tom

Intrado Communications Inc.
Director-Carrier Relations
Tel: (972) 772-5883
Mob: (972) 342-4482
Email: thomas.hicks@intrado.com

TRAFFIC EXCHANGE ATTACHMENT

1. General

Where both Parties subtend the same Tandem Switch operated by a third party (such third party hereinafter referred to as the "Third Party Tandem Provider" and such switch hereinafter referred to as the "Third Party Tandem Switch"), then, subject to the terms and conditions of this Attachment, for those NPA/NXX codes assigned by each Party to Rate Center Areas served by that Third Party Tandem Switch, the Parties may reciprocally exchange Reciprocal Compensation Traffic, ~~Measured Internet~~SP-Bound Traffic, intraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic, originated by their respective Customers, through that Third Party Tandem Switch. For the avoidance of any doubt, nothing in this Attachment shall preclude the Parties from interconnecting their networks in accordance with the Interconnection Attachment, which Interconnection Attachment must be a part of the Agreement. This Attachment does not apply to the exchange of 911/E-911 Calls between the Parties or the inter-SR transfer of 911/E-911 Calls.

2. Arrangements With Third Party Tandem Provider

2.1 The Parties acknowledge and agree that, in order to exchange Reciprocal Compensation Traffic, ~~Measured Internet~~SP-Bound Traffic, IntraLATA Toll Traffic, and translated IntraLATA toll free service access code traffic under this Attachment, each Party must have established and must maintain its own interconnection and compensation arrangements with the Third Party Tandem Provider for the routing and exchange of the foregoing traffic between the Parties under this Attachment (e.g., arrangements that permit the subject traffic to be exchanged through the Third Party Tandem Provider). In addition, the Parties must also fulfill each of the other requirements of this Attachment.

2.1.1 If such arrangements between a Party and the Third Party Tandem Provider are terminated (e.g., where a Third Party Tandem Provider does not permit a Party to exchange the foregoing traffic using the Third Party Tandem Switch), that Party shall promptly give written notice thereof to the other Party. Absent the existence of such arrangements with the Third Party Tandem Provider, each Party shall have the right, on written notice to the other Party, to discontinue exchanging the foregoing traffic with the other Party (i.e., receiving such traffic from or, sending such traffic to, the other Party) under this Attachment.

2.1.2 Notwithstanding any other provision of this Agreement, on one hundred twenty (120) days written notice, a Party may discontinue exchanging the foregoing traffic with the other Party under this Attachment.

2.2 Forecasting Requirements

2.2.1 Within ninety (90) days of executing the Agreement, ~~***CLEC Acronym~~
~~TXI***~~each Party shall provide ~~Verizon~~the other Party a two (2)-year, non-binding traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from ~~Verizon~~each Party pursuant to this Attachment, over the next eight (8) quarters.

2.2.2 Ongoing forecast requirements. Where the Parties are already exchanging traffic through a Third Party Tandem Switch in a LATA,

~~***CLEC Acronym TXT***~~each Party shall provide a new or revised traffic forecast when ~~***CLEC Acronym TXT***~~either Party develops plans or becomes aware of information that will materially affect the Parties' exchange of traffic through such Third Party Tandem Switch in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) ~~***CLEC Acronym TXT***~~either Party plans to deploy a new switch; (ii) ~~***CLEC Acronym TXT***~~either Party plans to implement interconnection in accordance with the Interconnection Attachment or a new network architecture; (iii) ~~***CLEC Acronym TXT***~~either Party plans to rearrange its network; or (iv) ~~***CLEC Acronym TXT***~~either Party expects a significant change in traffic volume.

2.2.3 Use of Forecasts. Forecasts provided pursuant to this Agreement are not binding on ~~***CLEC Acronym TXT***~~Intrado Comm or Verizon.

2.3 Prior to exchanging traffic through a Third Party Tandem Switch, ~~***CLEC Acronym TXT***~~Intrado Comm shall meet with Verizon to conduct a joint planning meeting ("Third Party Tandem Provider Joint Planning Meeting"). At that Third Party Tandem Provider Joint Planning Meeting, each Party shall, among other things, provide to the other Party originating Centium Call Second (Hundred Call Second) information.

2.4 If and, when, the volume of traffic exchanged between a Verizon End Office and ~~***CLEC Acronym TXT***~~Intrado Comm switch through a Third Party Tandem Switch exceeds (a) the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time; (b) 200,000 combined minutes of use for any month; (c) 600 busy hour Centium Call Seconds (BHCCS) of use for a single month, upon the written request of either Party, the Parties shall meet promptly and consider whether to interconnect their respective networks pursuant to the Interconnection Attachment. In the event the Parties so interconnect their respective networks, the Parties shall discontinue exchanging any and all traffic through the Third Party Tandem Switch, unless the Parties otherwise agree to continue exchanging traffic but, on an overflow basis, through the Third Party Tandem Switch.

2.5 Nothing in this Attachment shall be read to require either Party to establish and/or maintain a subtending arrangement with a Third Party Tandem Provider.

3. Initiating Traffic Exchange Under This Attachment

3.1 If ~~***CLEC Acronym TXT***~~Intrado Comm determines to offer Telephone Exchange Services and wishes to exchange traffic with Verizon through a Third Party Tandem Switch in any LATA in which Verizon also offers Telephone Exchange Services, ~~***CLEC Acronym TXT***~~Intrado Comm shall provide written notice to Verizon of its request to exchange traffic through a Third Party Tandem Switch in such LATA pursuant to this Attachment.

3.2 The notice provided in Section 3.1 of this Attachment shall include (a) ~~***CLEC Acronym TXT***~~Intrado Comm's proposed traffic exchange activation date; (b) a forecast of ~~***CLEC Acronym TXT***~~Intrado Comm's traffic volumes conforming to Section 2 of this Attachment; and (c) such other information as Verizon shall reasonably request in order to facilitate traffic exchange under this Attachment.

3.3 The traffic exchange activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated in Section 3.2 of this Attachment.

4. Traffic Measurement and Billing

- 4.1 The Parties agree that they will make commercially reasonable efforts to obtain and utilize accurate and complete recordings, of any traffic exchanged between them under this Attachment, for use in billing.
- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use CPN to classify traffic from the other Party, exchanged under this Attachment, by traffic type (i.e., Reciprocal Compensation Traffic, Measured Internet~~SP-Bound~~ Traffic, intraLATA Toll Traffic, and IntraLATA toll free service access code traffic), such receiving Party shall bill the originating Party the rate applicable to each relevant minute of traffic for which CPN is received. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic received from the other Party by traffic type, the originating Party will supply Traffic Factor 1 (PIU) and Traffic Factor 2 (PLU). In any case, the Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that a Party's equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet~~SP-Bound~~ Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission or FCC, if applicable).
- 4.3 Each Party reserves the right to audit all traffic exchanged under this Attachment, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.
- 4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 4.5 ~~[Intentionally Left Blank]. If and, to the extent that, a ***CLEC Acronym TXT*** Customer receives V/FX Traffic exchanged under this Attachment, ***CLEC Acronym TXT*** shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such ***CLEC Acronym TXT*** Customers.~~

5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

- 5.1 Reciprocal Compensation.

The Party originating Reciprocal Compensation Traffic exchanged pursuant to this Attachment shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that because the Third Party Tandem Provider is providing the tandem functionally to both Parties, Verizon shall charge (and ~~***CLEC Acronym TXT***Intrado Comm~~ shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon receives from ~~***CLEC Acronym TXT***Intrado Comm~~ and ~~***CLEC Acronym TXT***Intrado Comm~~ shall charge (and Verizon shall pay ~~***CLEC Acronym TXT***Intrado Comm~~) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic ~~***CLEC Acronym TXT***Intrado Comm~~ receives from Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic received from the other Party; provided, however, for the avoidance of any doubt, neither Party may assess upon, or pass through to, the other Party any charges billed by (or on behalf of) the Third Party Tandem Provider. ~~The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.~~

5.2 Traffic Not Subject to Reciprocal Compensation.

- 5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)), Information Access, or exchange services for Exchange Access or Information Access.
- 5.2.2 Reciprocal Compensation shall not apply to ~~Internet~~ISP-Bound Traffic except as set forth in the FCC Internet Order.
- 5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 5.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.
- 5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 5.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 5.2.9 [Intentionally Left Blank] Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a ~~***CLEC Acronym TXT***~~ Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual

physical location of such Customer's station. For the avoidance of any doubt, ~~***CLEC Acronym TXT***~~ shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and ~~***CLEC Acronym TXT***~~ shall pay Verizon's terminating access charges for all V/FX Traffic originated by a ~~***CLEC Acronym TXT***~~ Customer.

5.2.10 Reciprocal Compensation shall not apply to 911/E-911 Calls or inter-SR 911/E-911 Calls exchanged between the Parties.

- 5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ~~***CLEC Acronym TXT***~~Intrado Comm to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ~~***CLEC Acronym TXT***~~Intrado Comm.

6. Other Types of Traffic

- 6.1 Notwithstanding any other provision of this Agreement or otherwise: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet SP-Bound Traffic shall be governed by the terms of the FCC Internet Order, and other applicable FCC orders and FCC Regulations, and related judicial decisions; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet SP-Bound Traffic that is in excess of the intercarrier compensation for Internet SP-Bound Traffic that such Party is required to pay under the FCC Internet Order, and other applicable FCC orders and FCC Regulations, and related judicial decisions.
- 6.2 Subject to Section 6.1 of this Attachment, IntraLATA Toll Traffic exchanged under this Attachment shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 6.3 For any traffic originating with a third party carrier and delivered by ~~***CLEC Acronym TXT***~~one Party to Verizonthe other Party, ~~***CLEC Acronym TXT***~~the Parties shall pay Verizon to each other the same amount that such third party carrier would have been obligated to pay Verizonthe terminating Party for termination of that traffic at the location the traffic is delivered to Verizonthe terminating Party by ~~***CLEC Acronym TXT***~~the other Party.
- 6.4 Notwithstanding any provision of this Agreement or otherwise, no Interexchange Carrier (IXC) traffic may be exchanged under this Attachment.
- 6.5 Any traffic not specifically addressed in this Attachment shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

7. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers IntraLATA toll free service access code (e.g., 800/877/888) ("8YY") calls to the other Party under this Attachment. For the purposes of this Section 7, the terms "translated" refer to those toll free service access code calls that have been queried ("translated") to an 8YY database.

- 7.1 When ~~***CLEC Acronym TXT***~~Intrado Comm delivers translated IntraLATA 8YY calls to Verizon for completion:

7.1.1 by Verizon:

- 7.1.1.1 ~~***CLEC Acronym TXT***~~Intrado Comm will provide an appropriate EMI record to Verizon; and
- 7.1.1.2 ~~***CLEC Acronym TXT***~~Intrado Comm will bill Verizon the ~~***CLEC Acronym TXT***~~Intrado Comm's Switched Exchange Access Tariff charges and the ~~***CLEC Acronym TXT***~~Intrado Comm's applicable Tariff query charge.
- 7.1.2 by a toll free service access code service provider in that LATA:
 - 7.1.2.1 ~~***CLEC Acronym TXT***~~Intrado Comm will provide an appropriate EMI record to Verizon and the toll free service access code service provider; and
 - 7.1.2.2 ~~***CLEC Acronym TXT***~~Intrado Comm will bill the toll free service access code service provider the ~~***CLEC Acronym TXT***~~Intrado Comm's applicable Switched Exchange Access Tariff charges and the ~~***CLEC Acronym TXT***~~Intrado Comm's applicable Tariff query charges; and
 - 7.1.2.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 7.2 When Verizon performs the query and delivers translated IntraLATA 8YY calls, originated by Verizon's or another LEC's Customer for completion:
 - 7.2.1 by ~~***CLEC Acronym TXT***~~Intrado Comm:
 - 7.2.1.1 Verizon will provide an appropriate EMI record to ~~***CLEC Acronym TXT***~~Intrado Comm; and
 - 7.2.1.2 Verizon will bill ~~***CLEC Acronym TXT***~~ Intrado Comm Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
 - 7.2.2 by a toll free service access code service provider in that LATA:
 - 7.2.2.1 Verizon will provide an appropriate EMI record to ~~***CLEC Acronym TXT***~~Intrado Comm and the toll free service access code service provider; and
 - 7.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
 - 7.2.2.3 ~~***CLEC Acronym TXT***~~Intrado Comm will bill the toll free service access code service provider the ~~***CLEC Acronym TXT***~~Intrado Comm's applicable Switched Exchange Access Tariff charges.
- 7.3 Verizon will not direct untranslated toll free service access code calls to ~~***CLEC Acronym TXT***~~Intrado Comm. ~~***CLEC Acronym TXT***~~Intrado Comm will not direct untranslated toll free service access code calls to Verizon.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided in the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, ~~***CLEC Acronym TXT***~~Intrado Comm shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. ~~***CLEC Acronym TXT***~~Intrado Comm shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 8.4 ~~***CLEC Acronym TXT***~~Intrado Comm will also designate a Routing Point for each assigned NXX code. ~~***CLEC Acronym TXT***~~Intrado Comm shall designate one location for each Rate Center Area in which the ~~***CLEC Acronym TXT***~~Intrado Comm has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of ~~***CLEC Acronym TXT***~~Intrado Comm will be routed in the same manner as calls to ~~***CLEC Acronym TXT***~~Intrado Comm's initial NXXs.
- 8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain ~~***CLEC Acronym TXT***~~Intrado Comm's choices regarding the size of the local calling area(s) that ~~***CLEC Acronym TXT***~~Intrado Comm may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

9. Number Portability - Section 251(B)(2)

9.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

9.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

- 9.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange

Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 9.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 9.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 9.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 9.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM).
- 9.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section 9.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 9.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

9.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

9.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

9.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

9.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

9.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 9.4.

9.5 ~~***CLEC Acronym TXT***~~Intrado Comm shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).

10. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with ~~***CLEC Acronym TXT***~~ reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

VERIZON COMPREHENSIVE STATE SPECIFIC GUIDE

(version 3.0-032207)

STATE	ATTACHMENT/SECTION	STATE SPECIFIC UNIQUENESS
CALIFORNIA	PREFACE	This Agreement shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Effective Date")....
	GENERAL TERMS AND CONDITIONS	<p>Section 2.1:</p> <p>This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until ***Hard Termination Date DT[insert date 3 years after Effective Date]*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</p>
	SIGNATURE PAGE	<p>Add the following date line after the title line:</p> <p>Date: _____</p>
CONNECTICUT	INTERCONNECTION ATTACHMENT	<p>Section 2.2.5:</p> <p>In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Meet Point B Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing Meet Point A One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, ***CLEC Acronym TXT*** shall promptly submit an ASR to Verizon to establish new or augment existing Meet Point A Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of</p>

~~Interconnection on Verizon's network. This Section 2.2.5 does not apply to the exchange of 911/E-911 Calls between the parties.~~

Section 2.2.6:

Except as otherwise agreed in writing by the Parties, the total number of Meet Point B Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ~~***CLEC Acronym TXT***~~ Intrado Comm shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks. This Section 2.2.6 does not apply to the exchange of 911/E-911 Calls between the Parties.

Section 2.4.3:

~~Prior to establishing any Two-Way Interconnection Trunks, ***CLEC Acronym TXT*** shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.~~

Section 2.4.4:

~~On a semi-annual basis, ***CLEC Acronym TXT*** shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks that ***CLEC Acronym TXT*** anticipates Verizon will need to provide during the ensuing two (2) year period for~~

the exchange of traffic between ***CLEC Acronym TXT*** and Verizon. ***CLEC Acronym TXT***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

Section 2.4.5:

The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

Section 2.4.7:

With respect to Meet Point A (high usage) Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

Section 2.4.8:

Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and ***CLEC Acronym TXT*** shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

Section 2.4.9:

The performance standard for Meet Point B Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

Section 2.4.11:

~~Verizon may (but shall not be obligated to) monitor Two Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) Two Way Interconnection Trunk group and ***CLEC Acronym TXT*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TXT*** a Trunk Group Service Request directing ***CLEC Acronym TXT*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TXT*** will complete an ASR to establish or augment the Meet Point A Two Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Meet Point B Two Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.~~

Section 2.4.12:

~~The Parties will review all Meet Point B Two Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ***CLEC Acronym TXT*** will promptly augment all Meet Point B Two Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B Two Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ***CLEC Acronym TXT*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TXT*** fails to submit an ASR for Two Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TXT*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.~~

Section 2.4.14:

~~***CLEC Acronym TXT*** will route its traffic to Verizon over the Meet Point A and/or Meet Point B Two Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from ***CLEC Acronym TXT*** to a Verizon End Office will first be routed to the~~

NETWORK ELEMENTS ATTACHMENT

~~Meet Point A Interconnection Trunk group between ***CLEC Acronym TXT*** and the Verizon End Office.~~

Section 2.5

Inside Wire, as set forth in Section 7 of this Attachment;

Section 3 (Loop Transmission Types):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3.

Section 6. (Sub-Loop):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Sub-Loops unbundled from local switching and transport in accordance with the terms of Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining Sections 6.1 through 6.1.11 and insert:

Section 6.1:

[Intentionally Left Blank].

Section 6.2:

[Intentionally Left Blank]

Section 7 (Inside Wire)**Section 7.1 (House and Riser)**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to a House and Riser Cable in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern House and Riser Cable, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to House and Riser Cable in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 7 through Section 7.1.2.2

Section 8 (Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops):

Subject to the conditions set forth in Section **Error! Reference source not found.**⁴ of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ~~***CLEC Acronym TXT***~~Intrado Comm access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through 8.3.

Section 9 (Network Interface Device):

Subject to the conditions set forth in Section **Error! Reference source not**

found.4 of this Attachment and upon request by ***CLEC-Acronym ~~TX~~***Intrado Comm, Verizon shall permit ***CLEC-Acronym ~~TX~~***Intrado Comm to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern NIDs, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC-Acronym ~~TX~~***Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 9 through Section 9.8.3.

Section 11 (Dedicated Transport):

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment, and upon request by ***CLEC-Acronym ~~TX~~***Intrado Comm, Verizon shall make available to ***CLEC-Acronym ~~TX~~***Intrado Comm where facilities are available, Dedicated Transport unbundled from other Network Elements at the rates, terms and conditions set forth in Verizon's CT DPUC No. 12 Tariff, as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC-Acronym ~~TX~~***Intrado Comm with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining section in Section 11.

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to ***CLEC-Acronym ~~TX~~***Intrado Comm, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's CT DPUC

STATE

ATTACHMENT

STATE-SPECIFIC UNIQUENESS

No. 12, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Delete remaining section in Section 16 through Section 16.3.

DELAWARE

PREFACE

This [Amended, Extended and Restated] Agreement ("Agreement") shall be deemed effective as of ***Date*** (the "Effective Date"), between ***CLEC-Full Name-TXT***Intrado Communications Inc. ("***CLEC-Acronym-TXT***Intrado Comm"), a corporation organized under the laws of the ***CLEC-Incorporation State-Commonwealth-TXT*** of ***CLEC-State-of-Incorporation-MC***Delaware, with offices at ***CLEC-Address-1-TXT***, ***CLEC-City-TXT***, ***CLEC-State-MC*** ***CLEC-Zip-TXT***1601 Dry Creek Drive, Longmont, CO 80503* and Verizon Delaware LLC ("Verizon"), a limited liability company organized under the laws of the State of Delaware with offices at 901 Tatnall Street, Wilmington, DE 19801 (Verizon and ***CLEC-Acronym-TXT***Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GLOSSARY

Section 2.115.2 – Tariff Definition:

Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service, including, without limitation, Verizon's collocation Schedule as in effect from time to time.

COLLOCATION ATTACHMENT

Section 1 (Verizon's Provision of Collocation):

Verizon shall provide to ***CLEC-Acronym-TXT***Intrado Comm, in accordance with this Agreement, Verizon's applicable federal and state Schedules and the requirements of Applicable Law, Collocation for the purpose of facilitating ***CLEC-Acronym-TXT***Intrado Comm's interconnection with Verizon under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement or a Schedule, Verizon shall be obligated to provide Collocation to ***CLEC-Acronym-TXT***Intrado Comm only to the extent required by Applicable Law and may decline to provide Collocation to ***CLEC-Acronym-TXT***Intrado Comm to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Schedule, nothing in

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

this Agreement or a Schedule shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by ***CLEC Acronym TXT***Intrado Comm to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

FLORIDA

PREFACE

This ~~[Amended, Extended and Restated]~~ Agreement ("Agreement") shall be effective as of ***Date*** (the "Effective Date"), between ***CLEC Full Name TXT***Intrado Communications Inc. (***CLEC Acronym TXT***Intrado Comm), a corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***Delaware, with offices at ***CLEC Address 1 TXT***, ***CLEC City TXT***, ***CLEC State MC*** ***CLEC Zip TXT***1601 Dry Creek Drive, Longmont, CO 80503 and Verizon Florida LLC ("Verizon"), a limited liability company organized under the laws of the State of Florida with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602 (Verizon and ***CLEC Acronym TXT***Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

AGREEMENT – SIGNATURE PAGE

Add the following date line after the title line:

Date: _____

IDAHO

COLLOCATION ATTACHMENT

See State Specific Language in the standalone Comprehensive Collocation Attachment for ID.

ILLINOIS

PREFACE

This ~~[Amended, Extended and Restated]~~ Agreement ("Agreement") shall be deemed effective as of ***Date*** (the "Effective Date"), between ***CLEC Full Name TXT***Intrado Communications Inc. (***CLEC Acronym TXT***Intrado Comm), a corporation organized under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***Delaware, with offices at 1601 Dry Creek Drive, Longmont, CO 80503 ***CLEC Address 1 TXT***, ***CLEC City TXT***, ***CLEC State MC***, ***CLEC Zip TXT***Delaware and Verizon North Inc. and Verizon South Inc. (collectively, "Verizon"), a corporation organized under the laws of the State of Wisconsin, each providing service within its respective service territory, and both with offices at 8001 West Jefferson, Ft. Wayne, IN 46804 and 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, respectively, (Verizon and ***CLEC

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

INDIANA

PREFACE

~~Acronym TXT***~~Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

This ~~[Amended, Extended and Restated]~~ Agreement ("Agreement") shall be deemed effective as of ~~***Date***~~ (the "Effective Date"), between ~~***CLEC Full Name TXT***~~Intrado Communications Inc. (~~***CLEC Acronym TXT***~~Intrado Comm), a corporation organized under the laws of the ~~***CLEC Incorporation State Commonwealth TXT***~~ of ~~***CLEC State of Incorporation MC***~~Delaware, with offices at 1601 Dry Creek Drive, Longmont, CO 80503~~***CLEC Address 1 TXT***, ***CLEC City TXT***, ***CLEC State MC***, ***CLEC Zip TXT***~~ and Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems (collectively "Verizon"), a corporation organized under the laws of the State of Wisconsin, each providing service within its respective service territory, and both with offices at 8001 West Jefferson, Ft. Wayne, IN 46804 and 600 Hidden Ridge, Irving, TX 75038, respectively, (Verizon and ~~***CLEC Acronym TXT***~~Intrado Comm may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

MARYLAND

GLOSSARY

Section 2.105:

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non optional Extended Local Calling

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

~~Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.~~

ADDITIONAL SERVICES ATTACHMENT

Section 5:

[This Section Intentionally Left Blank]

INTERCONNECTION ATTACHMENT

Section 7.2.7:

[Intentionally Left Blank].

MASSACHUSETTS

INTERCONNECTION ATTACHMENT

Section 2.2.5:

In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Meet Point B Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month; ~~(i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing Meet Point A One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, ***CLEC Acronym TXT*** shall promptly submit an ASR to Verizon to establish new or augment existing Meet Point A Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network. This Section 2.2.5 does not apply to the exchange of 911/E-911 Calls between the Parties.~~

Section 2.2.6:

Except as otherwise agreed in writing by the Parties, the total number of Meet Point B Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ~~***CLEC Acronym TXT***~~ Intrado Comm shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on

Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks. This Section 2.2.6 does not apply to the exchange of 911/E-911 Calls between the Parties.

Section 2.4.3:

~~Prior to establishing any Two-Way Interconnection Trunks, ***CLEC Acronym TXT*** shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.~~

Section 2.4.4:

~~On a semi-annual basis, ***CLEC Acronym TXT*** shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks that ***CLEC Acronym TXT*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TXT*** and Verizon. ***CLEC Acronym TXT***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.~~

Section 2.4.5:

~~The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.~~

Section 2.4.7:

~~With respect to Meet Point A (high usage) Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.~~

Section 2.4.8:

~~Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and ***CLEC Acronym TXT*** shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).~~

Section 2.4.9:

~~The performance standard for Meet Point B Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.~~

Section 2.4.11:

~~Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) Two-Way Interconnection Trunk group and ***CLEC Acronym TXT*** has not notified Verizon that it has corrected such blocking, Verizon may submit to ***CLEC Acronym TXT*** a Trunk Group Service Request directing ***CLEC Acronym TXT*** to remedy the blocking. Upon receipt of a Trunk Group Service Request, ***CLEC Acronym TXT*** will complete an ASR to establish or augment the Meet Point A Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Meet Point B Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.~~

Section 2.4.12:

The Parties will review all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ~~***CLEC Acronym TXT*** will promptly augment all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ***CLEC Acronym TXT*** will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ***CLEC Acronym TXT*** fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ***CLEC Acronym TXT*** shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.~~

Section 2.4.14:

~~***CLEC Acronym TXT*** will route its traffic to Verizon over the Meet Point A and/or Meet Point B Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from ***CLEC Acronym TXT*** to a Verizon End Office will first be routed to the Meet Point A Interconnection Trunk group between ***CLEC Acronym TXT*** and the Verizon End Office.~~

NETWORK ELEMENTS ATTACHMENT**Section 3 (Loop Transmission Types):**

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3.

Section 6 (Sub-Loop):

Subject to the conditions set forth in Section **Error! Reference source not found.**⁴ of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Sub-Loops unbundled from local switching and transport in accordance with the terms of Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining Sections 6.1 through 6.1.11 and insert:

Section 6.1:

[Intentionally Left Blank].

Section 6.2:

[Intentionally Left Blank].

Section 7 (Sub-Loop for Multiunit Tenant Premises Access)

Subject to the conditions set forth in Section 1 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to Sub-Loop for Access to Multiunit Premises (House and Riser Cable) in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern House and Riser Cable, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to House and Riser Cable in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 7 through Section 7.1.2.2

Section 8 (Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment and upon request by ***CLEC Acronym ~~TX~~***Intrado Comm, Verizon shall provide ***CLEC Acronym ~~TX~~***Intrado Comm with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ***CLEC Acronym ~~TX~~***Intrado Comm access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through 8.3.

Section 9 (Network Interface Device):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment and upon request by ***CLEC Acronym ~~TX~~***Intrado Comm, Verizon shall permit ***CLEC Acronym ~~TX~~***Intrado Comm to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern NIDs, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym ~~TX~~***Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 9 through Section 9.8.3.

Section 11 (Dedicated Transport):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment, and upon request by ***CLEC Acronym ~~TX~~***Intrado Comm, Verizon shall make available to ***CLEC Acronym ~~TX~~***Intrado Comm where facilities are available, Dedicated Transport unbundled from other Network Elements at the rates, terms and conditions set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network

Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ~~***CLEC Acronym~~ ~~TX***Intrado Comm~~ with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 11.

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section ~~Error! Reference source not found.~~4 of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to ~~***CLEC Acronym~~ ~~TX***Intrado Comm~~, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's DTE MA No. 17 Tariff, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Delete remaining section in Section 16 through Section 16.3.

MICHIGAN

PREFACE

This ~~[Amended, Extended and Restated]~~ Agreement ("Agreement") shall be deemed effective as of ~~***Date***~~ (the "Effective Date"), between ~~***CLEC Full Name TX***Intrado Communications Inc.~~ (~~***CLEC Acronym TX***Intrado Comm~~), a corporation organized under the laws of the ~~***CLEC Incorporation State Commonwealth TX***~~ of ~~***CLEC State of Incorporation MC***Delaware~~, with offices at ~~1601 Dry Creek Drive, Longmont, CO 80503***CLEC Address 4 TX***, ***CLEC City TX***, ***CLEC State MC***, ***CLEC Zip TX***~~ and Verizon North Inc. and Contel of the South, Inc., d/b/a Verizon North Systems (collectively "Verizon"), a corporation organized under the laws of the State of Wisconsin, each providing service within its respective service territory, and both with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 and 600 Hidden Ridge, Irving, TX 75038, respectively, (Verizon and ~~***CLEC Acronym~~ ~~TX***Intrado Comm~~ may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

NEW JERSEY

911 ATTACHMENT

Section 1:

Where this Section 1 or other portions of this Agreement refer to or describe 911/E-911 functions, services, or facilities as Verizon functions, services, or facilities, the Parties agree that, in New Jersey, some such functions, services, and facilities are provided, owned and controlled not by Verizon but by the State of New Jersey, and ~~***CLEC Acronym TXT***~~Intrado Comm will look to the State of New Jersey, and not Verizon, and make arrangements with the State of New Jersey, and not Verizon, for the provision of such functions, services, and facilities. Verizon will cooperate with ~~***CLEC Acronym TXT***~~Intrado Comm in identifying all such functions, services, and facilities that are provided, owned, or controlled by the State of New Jersey. Verizon will also cooperate with ~~***CLEC Acronym TXT***~~Intrado Comm in identifying the contact points and procedures Verizon believes will facilitate ~~***CLEC Acronym TXT***~~Intrado Comm's promptly securing such arrangements with the State of New Jersey as may be necessary for the effective provision of 911/E-911 service to Customers of ~~***CLEC Acronym TXT***~~Intrado Comm.

Also include Sections 1.1 through 1.2.3 for NJ, as Section 1 above is in ADDITION to these sections.

NEW YORK

GLOSSARY

Section 2.78 – Measured Internet Traffic:~~[Intentionally Left Blank].~~

~~Dial-up, switched Internet Traffic originated by a Customer of one Party ("Originating Party") on that Party's network at a point in a LATA, and delivered to a Customer or an Internet Service Provider served by the other Party ("Receiving Party"), on that other Party's network at a point in the same LATA. Measured Internet Traffic does not include: (1) any traffic that is carried by a third party carrier at any point between the Customer of the Originating Party and the Customer or Internet Service Provider served by the Receiving Party; or, (2) traffic that is carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.~~

Section 2.105 – Reciprocal Compensation Traffic:

A call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) Toll Traffic; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment).

ADDITIONAL SERVICES ATTACHMENT**Section 5:**

[This Section Intentionally Left Blank]

INTERCONNECTION ATTACHMENT**Section 2.2.5:**

In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Meet Point B Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing Meet Point A One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, ***CLEC Acronym TXT*** shall promptly submit an ASR to Verizon to establish new or augment existing Meet Point A Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network. This Section 2.2.5 does not apply to the exchange of 911/E-911 Calls between the Parties.

Section 2.2.6:

Except as otherwise agreed in writing by the Parties, the total number of Meet Point B Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, ~~***CLEC Acronym TXT***~~Intrado Comm shall promptly submit an ASR to Verizon to establish new or additional Meet Point A Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks. This Section 2.2.6 does not apply to the exchange of 911/E-911 Calls between the Parties.

Section 2.4.3:

~~Prior to establishing any Two-Way Interconnection Trunks, ***CLEC Acronym TXT*** shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.~~

Section 2.4.4:

~~On a semi-annual basis, ***CLEC Acronym TXT*** shall submit a good faith forecast to Verizon of the number of Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks that ***CLEC Acronym TXT*** anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between ***CLEC Acronym TXT*** and Verizon. ***CLEC Acronym TXT***'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.~~

Section 2.4.5:

The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A (high usage) and Meet Point B (final) Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

Section 2.4.7:

With respect to Meet Point A (high usage) Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.

Section 2.4.8:

Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Meet Point B Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.04 during the average time consistent busy hour. Verizon and **CLEC Acronym TXT** shall engineer Two-Way Interconnection Trunks using Teleordia Notes on the Networks SR-2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).

Section 2.4.9:

The performance standard for Meet Point B Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.04, as applicable) for three (3) consecutive calendar traffic study months.

Section 2.4.11:

Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Meet Point B (final) Two-Way Interconnection Trunk group and **CLEC Acronym TXT** has not notified Verizon that it has corrected such blocking,

Verizon may submit to ~~***CLEC Acronym TXT***~~ a Trunk Group Service Request directing ~~***CLEC Acronym TXT***~~ to remedy the blocking. Upon receipt of a Trunk Group Service Request, ~~***CLEC Acronym TXT***~~ will complete an ASR to establish or augment the Meet Point A Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Meet Point B Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.

Section 2.4.12:

The Parties will review all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ~~***CLEC Acronym TXT***~~ will promptly augment all Meet Point B Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Meet Point B Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ~~***CLEC Acronym TXT***~~ will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event ~~***CLEC Acronym TXT***~~ fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and ~~***CLEC Acronym TXT***~~ shall pay) for the excess Interconnection Trunks at the applicable Verizon rates.

Section 2.4.14:

~~***CLEC Acronym TXT***~~ will route its traffic to Verizon over the Meet Point A and/or Meet Point B Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from ~~***CLEC Acronym TXT***~~ to a Verizon End Office will first be routed to the Meet Point A Interconnection Trunk group between ~~***CLEC Acronym TXT***~~ and the Verizon End Office.

Section 7.2.7:

[Intentionally Left Blank].

NETWORK ELEMENTS ATTACHMENT

Section 12.10

When ~~***CLEC Acronym TXT***~~Intrado Comm originates traffic in the same local calling area to an ITC or such traffic is terminated to ~~***CLEC Acronym TXT***~~Intrado Comm by ITC, the terms and conditions set forth in Verizon's PSC NY No.8 Tariff, as amended from time to time, will apply.

Section 2.5

Inside Wire, as set forth in Section 7 of this Attachment;

Section 3 (Loop Transmission Types):

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3.

Section 6 (Sub-Loop):

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Sub-Loops unbundled from local switching and transport in accordance with the terms of Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Sub-Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining Sections 6.1 through 6.1.11 and insert:

Section 6.1:

[Intentionally Left Blank].

Section 6.2:

[Intentionally Left Blank].

Section 7 (Inside Wire)**Section 7.1 (House and Riser)**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to a House and Riser Cable in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern House and Riser Cable, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to House and Riser Cable in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 7 through Section 7.1.2.2

Section 8 (Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops):

Subject to the conditions set forth in Section Error! Reference source not found.4 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ~~***CLEC Acronym TXT***~~Intrado Comm access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through Section 8.3.

Section 9 (Network Interface Device):

Subject to the conditions set forth in Section **Error! Reference source not found.**⁴ of this Attachment and upon request by ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm, Verizon shall permit ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm to connect a carrier's Loop to the Inside Wiring of a Customer's premises through Verizon's NID at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern NIDs, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 9 through Section 9.8.3.

Section 11 (Dedicated Transport):

Subject to the conditions set forth in Section **Error! Reference source not found.**⁴ of this Attachment, and upon request by ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm, Verizon shall make available to ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm where facilities are available, Dedicated Transport unbundled from other Network Elements at the rates, terms and conditions set forth in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Dedicated Transport unbundled from other Network Elements, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ***CLEC Acronym ~~TX~~~~T~~~~T~~***Intrado Comm with access to the unbundled Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 11.

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section **Error! Reference source not found.**⁴ of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules.

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

To the extent Verizon is required by the Federal Unbundling Rules to provide Combinations, Commingling and Conversions to ~~***CLEC Acronym~~ ~~TX***Intrado Comm~~, Verizon shall provide such Combinations, Commingling and Conversions in accordance with the terms, conditions and prices for such Combinations, Commingling and Conversions as provided in Verizon's PSC NY No. 10 Tariff, as amended from time to time, that relate to or concern Combinations, Commingling and Conversions, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

Delete remaining sections in Section 16 through 16.3.

Section 17.2 (Routine Network Modifications)

[Intentionally Left Blank].

NORTH CAROLINA COLLOCATION ATTACHMENT

See State Specific Language in the standalone Collocation Attachment for NC.

OHIO GENERAL TERMS AND CONDITIONS

Insert the following as Section 4.8 in the General terms and Conditions of the Agreement:

Nothing contained herein shall relieve either Party from meeting any obligations it may have as prescribed in the minimum telephone service standards as set forth in Chapter 4901:1-5-16 and Chapter 4901:1-5-20 of the Ohio Administrative Code, or any successor provisions as may be determined in Case No. 00-1265-TP-ORD.

OREGON AGREEMENT

Section 1.1:

This Agreement includes: ~~(a) the Principal Document and (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference).~~ In addition, it is the Parties' express intention that Orders shall be issued pursuant to and governed by the Agreement and that all the terms and conditions of such Orders shall be subject to all the terms and conditions of the Agreement.

STATE	ATTACHMENT	STATE SPECIFIC UNIQUENESS
-------	------------	---------------------------

COLLOCATION ATTACHMENT

See State Specific Language in the standalone Collocation Attachment for OR.

PENNSYLVANIA
– EAST & WEST

AGREEMENT – SIGNATURE PAGE

Add the following date line after the title line:

Date: _____

PENNSYLVANIA
– EAST AND WEST

911 ATTACHMENT:

In Section 1.2.3 add the following sentence to the end of the paragraph:

A letter is required from the PSAP director before the release of the MSAG by either Party Verizon to ~~***CLEC Acronym TXT***~~the other Party.

RHODE ISLAND

NETWORK ELEMENTS ATTACHMENT

Section 3 (Loop Transmission Types):

Subject to the conditions set forth in Section ~~Error! Reference source not found.~~4 of this Attachment, Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm to access Loops unbundled from local switching and local transport, at the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern Loops, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall allow ~~***CLEC Acronym TXT***~~Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules.

Delete remaining Sections 3.1.1 through 3.6.4.3

Section 6.3 (Collocation in Remote Terminals):

Subject to the conditions set forth in Section ~~Error! Reference source not found.~~4 of this Attachment, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm collocation equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern remote terminal equipment enclosure collocation, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with collocation in remote terminals in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Section 8 (Dark Fiber):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment and upon request by ~~***CLEC Acronym TXT***~~Intrado Comm, Verizon shall provide ~~***CLEC Acronym TXT***~~Intrado Comm with access to Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's RI PUC Tariff No. 18, as amended from time to time, that relate to or concern Dark Fiber Transport, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide ~~***CLEC Acronym TXT***~~Intrado Comm access to Dark Fiber Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules.

Delete remaining sections in Section 8 through Section 8.3.

Section 11.2 (Dedicated Transport):

If and, to the extent that, ~~***CLEC Acronym TXT***~~Intrado Comm has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and ~~***CLEC Acronym TXT***~~Intrado Comm has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, ~~***CLEC Acronym TXT***~~Intrado Comm* shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a loop-transport combination, then such combination shall also be subject to any requirements that apply under Section 16 below (including, but not limited to, applicable EEL eligibility requirements).

Section 16 (Combinations, Commingling and Conversions):

Subject to the conditions set forth in Section **Error! Reference source not found.**4 of this Attachment, Verizon shall be obligated to provide Combinations, Commingling and Conversions only to the extent provision of such Combinations, Commingling and Conversions are required by the Federal Unbundling Rules. To the extent Verizon is required by the Federal Unbundling Rules to provide

STATE

ATTACHMENT

STATE SPECIFIC UNIQUENESS

Combinations, Commingling and Conversions to ***CLEC Acronym
 TXT***Intrado Comm, Verizon shall provide such Combinations, Commingling
 and Conversions in accordance with the terms, conditions and prices for such
 Combinations, Commingling and Conversions as provided in Verizon's RI PUC
 Tariff No. 18, as amended from time to time, that relate to or concern
 Combinations, Commingling and Conversions, and Verizon shall do so
 regardless of whether or not such rates, terms and conditions are effective.

Delete remaining sections in Section 16 through Section 16.3.

TEXAS

COLLOCATION ATTACHMENT

See State Specific Language in the standalone Comprehensive Collocation
 Attachment for TX.

WASHINGTON

AGREEMENT – SIGNATURE PAGE

Add the following date line after the title line:

Date: _____

WASHINGTON, DC

GLOSSARY

Section 2.105:

Telecommunications traffic originated by a Customer of one Party on that Party's
 network and terminated to a Customer of the other Party on that other Party's
 network, except for Telecommunications traffic that is interstate or intrastate
 Exchange Access, Information Access, or exchange services for Exchange
 Access or Information Access. The determination of whether
 Telecommunications traffic is Exchange Access or Information Access shall be
 based upon Verizon's local calling areas as defined by Verizon. Reciprocal
 Compensation Traffic does not include the following traffic (it being understood
 that certain traffic types will fall into more than one (1) of the categories below
 that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic;
 (2) traffic that does not originate and terminate within the same Verizon local
 calling area as defined by Verizon, and based on the actual originating and
 terminating points of the complete end-to-end communication; (3) Toll Traffic,
 including, but not limited to, calls originated on a 1+ presubscription basis, or on
 a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling
 Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM,
 or any other traffic that is not switched by the terminating Party; (6) Tandem
 Transit Traffic; or, (7) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as
 defined in the Interconnection Attachment). For the purposes of this definition, a
 Verizon local calling area includes a Verizon non-optional Extended Local Calling

STATE**ATTACHMENT****STATE SPECIFIC UNIQUENESS**

~~Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.~~

ADDITIONAL SERVICES ATTACHMENT**Section 5:**

[This Section Intentionally Left Blank]

INTERCONNECTION ATTACHMENT**Section 7.2.7:**

[Intentionally Left Blank].

WEST VIRGINIA**AGREEMENT – SIGNATURE PAGE**

Add the following date line after the title line:

Date: _____

**ARIZONA,
CALIFORNIA,****NETWORK ELEMENTS ATTACHMENT**

Section 7 (Sub-Loop for Multiunit Tenant Premises Access):

[Intentionally Left

Blank].

Delete remaining sections in Section 7 through 7.1.2.2.

**DELAWARE,
IDAHO,
ILLINOIS,
INDIANA,
MARYLAND,
MICHIGAN,
NEVADA,
NORTH CAROLINA,
OHIO,
OREGON,
PENNSYLVANIA,
SOUTH CAROLINA,
TEXAS,
VIRGINIA,
WASHINGTON, DC,
WASHINGTON (STATE),
WEST VIRGINIA &
WISCONSIN**

STATE	ATTACHMENT	STATE SPECIFIC UNIQUENESS
-------	------------	---------------------------

FOR IGTE STATES TRAFFIC EXCHANGE ATTACHMENT

Add the Traffic Exchange Attachment, which is housed on the F Drive (f:\negotiator tools\state specific language guide\current) after the Interconnection Attachment per the instructions posted on the F Drive (f:\negotiator tools\state specific language guide\current).